



**MOTOROLA**

**Statement of Work**

**Prepared For :**

**WEST LAFAYETTE POLICE DEPT**

**711 W NAVAJO**

**WEST LAFAYETTE, IN 47906**

## **Service Terms and Conditions**

Motorola, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2      DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4      SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.



## **Section 9      WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10     DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

## **Section 11     LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual or discovery of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12     EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify



this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### **Section 13      PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### **Section 14      FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15      COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16      MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17      GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.8. In the event litigation is commenced to enforce any term or condition of this Agreement, the prevailing party shall be entitled to expenses of litigation including a reasonable attorney fee.





## Statement of Work

### Local Radio Combo Package

#### 1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached.

Local Radio Combo Package excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following services are excluded from Local Radio Combo service unless they are purchased for an additional fee. The services are Pick-up & delivery, Subscriber Preventative Maintenance, Portable Remote Speaker Microphones, Portable Antenna Replacements and Mobile Remote Control Heads.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair for pickup of Equipment.

#### 3.0 Customer has the following Responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.
- 3.4 If Motorola must use a generic template to restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Combo Package service to Customer.

- reinstalling the Components,, and placing the Equipment back into operation.
- 1.22 MCNS: Mission Critical Network Services
  - 1.23 Motorola Software: Software whose copyright is owned by Motorola or its affiliated company
  - 1.24 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company.
  - 1.25 Notification: The point in time when the Customer contacts Motorola and requests service.
  - 1.26 Optional Feature: An additional Feature issued with a System Release that is available to Customer at additional cost.
  - 1.27 Radio Support Center (RSC): A Motorola facility which serves as Motorola's centralized location for radio repair.
  - 1.28 Response: The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
  - 1.29 Restore/Restoration/Restoral: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
  - 1.30 Servicer: A Motorola Authorized Service Station or Motorola Field Service personnel.
  - 1.31 Severity Level: The degree of adverse impact of an issue or Event.
  - 1.32 Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
  - 1.33 Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
  - 1.34 Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
  - 1.35 Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
  - 1.36 Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
  - 1.37 Start Date: Effective start date as listed on the Agreement.
  - 1.38 System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
  - 1.39 System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
  - 1.40 System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
  - 1.41 System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
  - 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
  - 1.43 Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
  - 1.44 Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
  - 1.45 Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
  - 1.46 Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
  - 1.47 Work-around: A change in the followed procedures or data supplied by Vendor to avoid





## Statement of Work

### Definitions

#### 1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1 Box Unit Test: Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2 Case: Electronic tracking document for requests for service through the System Support Center.
- 1.3 Case Status: Identifier of the status of a Case from beginning to end.
- 1.4 Component(s): Motorola new or refurbished parts of equal quality.
- 1.5 Configuration Change Support: A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleetmapping is not included in Configuration Change Support.
- 1.6 Connectivity: Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7 Continuously/Continuous: Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8 Customer: The end-user Customer as identified in the Agreement.
- 1.9 Customer Support Plan: A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10 Elements: Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11 Equipment: The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12 Enhanced System Support (ESS) Period: The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13 Event: An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14 Feature: A Software functionality
- 1.15 Federal Technical Center: A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16 Firmware: Software in object code form that is implanted or embedded in hardware.
- 1.17 FRU: Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18 Infrastructure: The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19 Infrastructure Depot Operations (IDO): A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20 Loaner: Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21 Maintenance: The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and

Local Radio Combo Package  
*Approved by Motorola Contracts & Compliance 04-30-2004*  
Inventory Management Service



- error without substantially impairing use of the Equipment.
- 1.48 Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

**Definitions**

*Approved by Motorola Contracts & Compliance 10-31-2006*



SERVICE AGREEMENT

Attn: National Service Support/4th fl  
1301 East Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Contract Number: S00001003822  
Contract Modifier: RN02-OCT-09 08:34:18  
Supercedes Agreement(s):

Date: 12/09/2009

Company Name:	West Lafayette Police Dept
Attn:	
Billing Address:	711 W Navajo
City, State, Zip:	West Lafayette, IN 47906
Customer Contact:	D. Marvin
Phone:	(765)775-5009
Fax:	

Required P.O.:	No
Customer # :	1000626252
Bill to Tag # :	0003
Contract Start Date:	01/01/2010
Contract End Date:	12/31/2010
Anniversary Day:	Dec 31st
Payment Cycle:	QUARTERLY
Tax Exempt:	Exempt From All Taxes
PO # :	

Qty	Model/Option	Description	Monthly Ext	Extended
		***** Recurring Services *****		
	SVC01SVC1422C	LOCAL RADIO COMBO PACKAGE	\$ 562.74	\$ 6,752.88
31	SVC26AC	XTS2500		
13	SVC27AC	XTS5000		
2	SVC645AA	MCS2000		
4	SVC689AA	SPECTRA ASTRO		
2	SVC619AB	XTL5000 - MOBILE		
16	SVC964AD	ENH: XTL2500		
1	SVC350AE	ENH: XTL5000 CONSOLETTTE		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$ 562.74	\$ 6,752.88
	Subtotal - One-Time Event Services	\$ .00	\$ .00
	Total	\$562.74	\$6,752.88
	Taxes	-	-
	Grand Total	\$ 562.74	\$ 6,752.88
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.			
Subcontractor(s)		City	State
RA COMM INC		LAFAYETTE	IN

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX